

AN ORDINANCE 2006-06-08-0689

AUTHORIZING ACCEPTANCE OF A \$2,000.00 GRANT FROM THE TEXAS HISTORICAL COMMISSION (THC), THE EXECUTION OF A CONTRACT FOR ACCEPTANCE OF THE GRANT, APPROPRIATION OF A \$2,000.00 CASH MATCH FROM THE CITY'S HISTORIC PRESERVATION FUND AND \$817.44 IN REMAINING AMERICAN INSTITUTE FOR ARCHITECTS GRANT FUNDS TRAINING PROGRAMS AND TRAVEL EXPENSES FOR HISTORIC AND DESIGN REVIEW COMMISSION AND PLANNING DEPARTMENT STAFF.

* * * * *

WHEREAS, the City of San Antonio (City) has twenty-two historic districts, six River Improvement Overlay (RIO) districts, and over 1300 individual landmarks; and

WHEREAS, the City Council seeks to preserve and protect the historic and cultural resources within the City by providing design review of these resources by the Historic and Design Review Commission (HDRC); and

WHEREAS, the City Council has recognized educational and training opportunities for HDRC commissioners and Planning Department staff provide for more effective and timely decisions of design reviews; and

WHEREAS, the Texas Historical Commission (T.H.C.) awards grant funds for training opportunities; and

WHEREAS, the City desires to obtain these funds and an application was submitted to meet the deadlines established by the T.H.C.; and

WHEREAS, the American Institute of Architects, as grantor, has authorized the use of remaining funds in the amount of \$817.44 from a previous grant award to be reallocated for future training opportunities; and

WHEREAS, it is necessary to accept the \$2,000 grant award from the T.H.C., to appropriate \$2,000 from the City's Historic Preservation Fund to provide the required 100% City cash match and execute a contract for acceptance of the grant; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City hereby accepts the grant award in the amount of \$2,000 from the Texas Historical Commission. The amount of \$2,000 is appropriated from the City's Historic Preservation Fund to provide the required 100% of the City's cash match. The City Manager or her designee is authorized to execute Grant Contract TX-06-029, a copy of which is attached hereto and incorporated herein for all purposes as Attachment I. Funds in the amount \$817.44 remaining from the previous American Institute of Architects grant award are hereby reappropriated for additional training opportunities for staff and Historic Design and Review Commissioners.

SECTION 2. Fund 26006000 entitled "Texas Historical Commission" and Internal Order 150000000023 entitled "THC Training and Travel Grant", are hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant.

SECTION 3. The budget set out in the Attachment II attached hereto and incorporated herein for all purposes is approved and adopted for entry in the City Books.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall become effective on June 18th, 2006.

PASSED AND APPROVED this 8th day of June, 2006.




M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney



TEXAS HISTORICAL COMMISSION

The State Agency for Historic Preservation

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWERENCE OAKS, EXECUTIVE DIRECTOR

GRANT CONTRACT

TX-06-029

I. PARTIES

The parties to this contract are the Texas Historical Commission, an agency of the State of Texas, hereinafter referred to as Commission; and the **City of San Antonio** hereinafter referred to as Grantee.

II. PURPOSE

This contract is entered into pursuant to a grant made to the Commission for Fiscal Year **2006** by the U.S. Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966, P.L. 89-665 (16 U.S.C. Sec. 470 f). This grant is made for the purpose of funding a project or projects to be undertaken by the Grantee as a participant in the Certified Local Government program.

III. SERVICES TO BE PROVIDED

The following services are to be provided within the contract period on a schedule to be agreed upon by the parties to this contract. However, the services designated with specific deadlines must comply with those deadlines.

The Grantee shall undertake and complete the project and/or projects as set out in the Project Notification (with detailed budget). Products developed under this agreement must conform to the expectations of the Commission and the Project Proposal, as stipulated in Attachment B.

Project personnel employed by the Grantee shall meet the Standards for Professional Qualifications as outlined in 36 CFR 61 (Attachment C), and be employed by competitive procurement. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, and/or national origin. Therefore the Grantee must sign DI Form 1350 (Attachment D) and return signed form to the Commission with this contract. In all cases the person(s) employed by the Grantee to complete the work specified in this contract must meet with the approval of the Commission. The professional staff hired must also contact the Commission's Certified Local Government staff prior to commencing work.

IV. AMOUNT OF THE CONTRACT

The total amount of this contract shall not exceed **\$2,000.00**. The Commission shall reimburse the Grantee exclusively from U.S. Department of the Interior grant-in-aid funds for historic preservation (Certified Local Government), and this contract is subject to the availability of those funds.

V. DOCUMENTATION AND PAYMENT

Grantee may submit to the Commission, for its approval, a properly completed invoice for services rendered in compliance with all requirements of the contract as specified in the Reimbursement Request Procedures and Required Records (Attachment F). Grantee will provide invoices to the Commission as costs are incurred and work is completed, but not more frequently than monthly.

Reimbursement to the grantee shall be on a matching basis as outlined in the Project Notification's Budget section, subject to receipt of funds from the National Park Service and successful completion of all project work activities. The Commission agrees to pay the grantee up to **\$2,000.00** in federal funds. The grantee agrees to contribute matching share, either donated services or cash match, for a minimum total of **\$2,000.00** or **50%** of eligible costs, whichever is less.

Such payments shall be made as requested for services actually rendered, or if mutually agreed, in one lump sum upon completion and approval of all the requirements set forth in this agreement. It is further agreed that a sum not to exceed 25% of the total granted sum will be retained by the Commission until all stipulated materials and the Grantee submits properly documented reimbursement requests. Within thirty (30) days of the Commission's receipt of Grantee's authorized invoice for services rendered, the Commission shall pay the Grantee the authorized amount.

Subject to the limitations of the contract, the Commission's payments will be made in accordance with the Texas Prompt Payment Act.

VI. PERIOD

This contract shall commence on **October 1, 2005** and shall terminate on **September 30, 2007**. It is further agreed that all materials stipulated in Attachment A and B and all reimbursement requests shall be submitted to the Commission by **October 31, 2007**.

It is further agreed that the Grantee will provide written semi-annual updates on the Grant Product Semi-Annual Report Form (Attachment E) to the Texas Historical Commission on the progress of the grant product. The Form will be due October 30, 2006 and April 30, 2007. Each update will outline the tasks and expenses completed on the project and provide a timeline and status of the overall project.

Contract amendments may be executed between October 1, 2005 and December 15, 2007 at the option of the Commission.

VII. INDEPENDENT CONTRACTOR

The Grantee is a Texas Municipal Corporation. It is not an agency of the State of Texas. It is expressly understood and agreed that any subcontractor is an independent contractor and not an employee of the Texas Historical Commission. The Grantee or any subcontractor shall not be considered the agent, the servant, or the employee of the Commission for any purpose whatsoever.

VIII. OWNERSHIP OF PRODUCTS OF THIS CONTRACT

All material, concepts and products produced, developed or conceived by the Grantee during or arising out of the contract shall remain the property of the Commission. The Grantee shall have an unrestricted right to use any or all materials so produced, developed, or conceived at no additional cost; in addition, **three copies** of all publications and videos are to be supplied to the Commission before final reimbursement is made. All materials published, printed, or used for public distribution funded in whole or in part by the this grant shall note the following on the materials:

This project was funded in part through a Certified Local Government Grant from the National Park Service, U.S. Department of the Interior, as administered by the Texas Historical Commission.

The contents and opinions, however, do not necessarily reflect the views and policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, P.O. Box 37127, Washington,, D.C. 20013-7127.

IX. TERMINATION

Either party to this contract may terminate by giving seven days written notice to the other party. In the event notice of termination is given, all work by Grantee shall cease and no amount shall be paid by the Commission for work performed following receipt of notice of termination by Grantee. Grantee shall be paid for all work performed prior to the notice of termination in accordance with the terms of the contract. Final invoices shall be submitted to Commission not later than 30 days following the date of termination of this contract.

X. APPLICABLE LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Texas and the rules and policies of the Commission. All projects funded under the Certified Local Government program must meet the Secretary of the Interior's Standards. The Standards can be accessed at the National Park Service web site: www.cr.nps.gov/local-law/arch_stnds_0.htm.

XI. AUDIT

The Commission may audit the Grantee's records to verify the costs or expenses incurred in the performance of this contract or may, at its option, require an audit of the Grantee's records by an independent accounting firm, at Grantee's expense, or by Federal auditors to verify costs or expenses incurred in the performance of the contract. The Grantee shall keep accurate financial records available for audit three years from project end date. In addition to the terms detailed in this Agreement, all federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, A-133, and A-128) are applicable.

XII. ATTACHMENTS

The following documents are included in and shall be a part of this contract for all purposes:

Attachment A: Project Notification

Attachment B: Expected Products

Attachment C: Standards for Professional Qualifications

Attachment D: DI form 1350

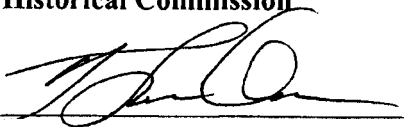
Attachment E: Grant product semi-annual report form

Attachment F: Reimbursement Request Procedures and Required Records

This contract is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties to the contract. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid. In some cases, adjustment of the contractual requirements may be necessary pursuant to recommendations by the Certified Local Government Program, Texas Historical Commission, with the approval of the U.S. Department of the Interior.

The parties to the contract accept the terms of this contract. Persons signing are expressly authorized to obligate the parties to the terms of this contract.

Texas Historical Commission

by: 
Signature

F. Lawrence Oaks, Executive Director
Typed Name and Title

Date

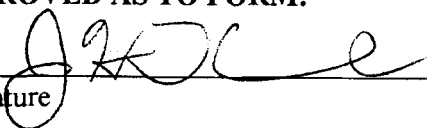
Grantee

by: _____
Signature

Typed Name and Title

Date

APPROVED AS TO FORM:

by: 
Signature

Joe H. Thrash, Assistant Attorney General
Typed Name and Title

3/16/06
Date

ATTACHMENT II
THC Travel and Training Project
Fund 26006000
Functional Area 5000060000020006
Budget for Period: 06/08/06 - 12/31/9999

<u>ESTIMATED REVENUES</u>	OBJECT CODE	CURRENT BUDGET
Texas Historical Commission	4501110	2,000
Historic Preservation Fund Transfer In	6102100	<u>2,000</u>
Total Estimated Revenues		\$ <u><u>4,000</u></u>

APPROPRIATIONS

Cost Center 5003010001
Internal Order 150000000023

Travel - Official	5207010	2,000
Education - Classes	5201025	<u>2,000</u>
Total Appropriations		\$ <u><u>4,000</u></u>

Agenda item #20

**CITY OF SAN ANTONIO
PLANNING DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Sheryl Sculley, City Manager
FROM: Emil R. Moncivais, FAICP, AIA, CNU, Director, Planning Department
SUBJECT: Acceptance of Texas Historical Commission (THC) Travel Grant
DATE: June 8, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes acceptance of a \$2,000 grant award from the Texas Historical Commission (THC), authorizes the execution of a contract for acceptance of the grant, and appropriates \$2,000 from the City's Historic Preservation Fund to provide the required 100% of the City's cash match. This ordinance also appropriates remaining funds of \$817.44 from a previous grant from the American Institute for Architects (AIA). The grants will provide funds to send Historic and Design Review Commission (HDRC) Commissioners and Planning Department staff to conferences such as the National Alliance of Preservation Commissions (NAPC) and the National Trust Preservation Conference as well as develop additional training programs for the HDRC.

Staff recommends approval.

BACKGROUND INFORMATION

San Antonio has twenty-two historic districts, six River Improvement Overlay (RIO) districts, and over 1300 individual landmarks. A recent study conducted by Rutgers University, showed that historic designation of San Antonio properties protects the value and investment of the property owner compared to similar undesignated properties. In addition, San Antonio hosted the 2002 NAPC Forum. Considered to be one of the most successful renditions of the Forum by NAPC staff and board members, the conference proved to be a valuable resource for HDRC members and City staff, alike, to share experiences and practices with their preservation counterparts from around the country. Previously, the THC and AIA awarded a grant in 2004 for HDRC Commissioners to attend the 2004 NAPC Forum.

Design review is an essential part of the HDRC's work. They reviewed 622 cases in 2005, an increase of 31% over the past 2 years. The NAPC Forum provides educational opportunities for commissioners to be better informed and knowledgeable about such diverse topics as code enforcement for historic properties, working with elected officials, and preserving cultural resources. A well-educated commission will be an asset to the community by providing leadership training for an effective and timely decision-making process. The NAPC Forum has proven to be a valuable arena for improving preservation policies and practices within the city.

POLICY ANALYSIS


Acceptance of the grant is consistent with City's Master Plan Policies, F. Urban Design, Goal 2, Policy 2b:2, Educate staff involved with promoting the physical development of the City about current historic preservation resources, funding and tax incentive programs; and Policy 2b:3, Educate key staff involved with the physical development of the City about federal, state and City preservation laws, regulations and ordinances.

FISCAL IMPACT


The THC grant will require a \$2,000 match, which will be provided by the Historic Preservation Fund. The American Institute of Architects (AIA) previous grant award has a balance of \$817.44. The AIA has approved re-appropriating the remaining funds for additional training opportunities for staff and HDRC Commissioners.

COORDINATION

This request for Ordinance has been coordinated with the Finance Department for the appropriations of funds.




Emil R. Moncivais, FAICP, AIA, CNU
Director, Planning Department



Jelynn LeBlanc Burley
Deputy City Manager

Approved for Council Consideration:



Sheryl L. Sculley
City Manager



TEXAS
HISTORICAL
COMMISSION

The State Agency for Historic Preservation

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWERENCE OAKS, EXECUTIVE DIRECTOR

February 21, 2006

Ms. Ann McGlone
City of San Antonio
1901 S. Alamo
San Antonio, TX 78204

Dear Ms. McGlone:

The Texas Historical Commission is pleased to announce the allocation of a \$2,000.00 matching grant to the City of San Antonio in conjunction with your participation in the fiscal year 2006 Certified Local Government program. Attached is the list of approved projects. The U.S. Department of the Interior, National Park Service, provided funding for this grant under the provisions of the National Historic Preservation Act of 1966.

Please sign the enclosed Grant Contract and return the original signed copy. You may contact Bratten Thomason at (512) 463-5997 with any questions or concerns regarding your grant project. We look forward to working with you in this most worthwhile preservation endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Lawrence Oaks".

F. Lawrence Oaks
Executive Director

cc: Jeffrey Fetzer
Honorable Phil Hardberger
Honorable Frank Madla
Honorable Leticia Van de Putte
Honorable Judith Zaffrini
Honorable Henry Bonilla
Honorable Charles Gonzales
Honorable Lamar Smith

06 MAR 28 AM 8:09
CITY OF SAN ANTONIO
DEPT. OF PLANNING
OFFICE OF DIRECTOR



**TEXAS
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F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

Certified Local Government Grants Fiscal Year 2006

Grantee	Grant #	Program Area	Federal Award
City of Abilene	TX-06-024	TRAVEL	\$ 600.00
City of Arlington	TX-06-025	TRAVEL	\$ 2,000.00
City of Mansfield	TX-06-026	TRAVEL	\$ 907.00
City of Palestine	TX-06-027	TRAVEL	\$ 2,000.00
City of San Angelo	TX-06-028	TRAVEL	\$ 1,193.75
City of San Antonio	TX-06-029	TRAVEL	\$ 2,000.00
Tarrant County	TX-06-030	TRAVEL	\$ 2,000.00
City of Tyler	TX-06-031	TRAVEL	\$ 2,000.00
City of Marshall	TX-06-032	African American history brochure/tour	\$ 3,650.00
City of Pharr	TX-06-033	Design guidelines (as part of survey)	\$ 5,000.00
Tarrant County	TX-06-034	Minority scholarships to attend training	\$ 1,600.00
San Augustine County	TX-06-035	Historic resources survey, phase IV	\$ 13,821.60
City of Georgetown	TX-06-036	Update 1984 historic resources survey	\$ 8,000.00
City of Paris	TX-06-037	Historic resources survey, phase III	\$ 9,000.00
Travis County	TX-06-038	Historic resource survey, Manor	\$ 6,000.00
City of Palestine	TX-06-039	Historic cemetery master plans	\$ 8,893.00
City of Galveston	TX-06-040	Historic resources survey, Lacker Park	\$ 15,000.00
City of Corsicana	TX-06-041	Neighborhood zoning/design guidelines	\$ 5,000.00
City of Arlington	TX-06-042	Preservation plan	\$ 3,529.05
TOTALS:			<u>\$ 92,194.40</u>